

# **Exhibit K**

## **DISCLAIMER**

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**ON JULY 1<sup>ST</sup> 2004, SOUTH CAROLINA'S EMPLOYEE HANDBOOK  
LAW—SECTION 41-1-110 OF THE SOUTH CAROLINA CODE—  
BECAME APPLICABLE. IN ACCORDANCE WITH THE NEW LAW,  
ASSOCIATES ARE HEREBY NOTIFIED THAT:**

- 1. THIS HANDBOOK DOES NOT CONSTITUTE AN  
EMPLOYMENT CONTRACT;**
- 2. THIS HANDBOOK DATED MARCH 1, 2014 SUPERSEDES  
ALL OLDER VERSIONS;**
- 3. BELMOND CHARLESTON PLACE RESERVES THE RIGHT TO  
AMEND, ALTER OR MAKE EXCEPTIONS TO THE  
HANDBOOK;**
- 4. EMPLOYMENT AT BELMOND CHARLESTON PLACE IS AT-  
WILL; YOU OR BELMOND CHARLESTON PLACE MAY  
CHOOSE TO END OUR EMPLOYMENT RELATIONSHIP AT  
ANY TIME, WITH OR WITHOUT CAUSE;**
- 5. NONE OF THE COMPANY'S SUPERVISORS OR AGENTS  
HAVE AUTHORITY TO MAKE ANY BINDING ASSURANCES  
THAT CONFLICT WITH THE "AT-WILL" DOCTRINE; AND**
- 6. ONLY THE PRESIDENT OF THE COMPANY HAS THE  
AUTHORITY TO ENTER INTO BINDING EMPLOYMENT  
AGREEMENTS, WHICH ARE ONLY ENFORCEABLE IF IN  
WRITING AND SIGNED BY THE PRESIDENT.**

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**Associate Printed Name**

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**Associate Signature**

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**Date**

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**Witness**

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**Date**

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## INTRODUCTION

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Dear Associate:

Welcome to the team! We are pleased to have you with us.

This is your handbook. It is meant to be an informative guide to the principles, policies, procedures and benefits of our Company. By acquainting yourself with this book, you will have a better understanding of what our guests expect from us, what we expect from you and what you may expect from the Company.

However, this handbook is not a contract of employment. Belmond Charleston Place associates are employed at will. This means that you, or Belmond Charleston Place, may choose to end our employment relationship at any time, with, or without cause. In other words, each associate is an at-will associate, with no contractual right, expressed or implied, to remain in the Company's employ.

If you do not understand something in the handbook, please feel free to ask about it. You will find that we try to be a friendly group of people and want you to feel at home quickly. You are now part of an organization that has grown and prospered through the whole-hearted efforts of everyone who works here.

At the sole discretion of Belmond Charleston Place, this associate handbook will be updated, changed and occasionally modified to keep it current with the ever-changing conditions of our business. What does not change is the method by which we earn our livelihood at Belmond Charleston Place. There are many great destinations and properties in this country and abroad. In the final analysis, our continuing success as a hotel depends on the level of service we provide, and, in turn, upon

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the satisfied guests who will enjoy their stay with us, make return visits and spread the word that ours is among the finest of hotels.

We hope that you will be happy working in our Company. The problems most difficult to resolve are those which are not presented to us for resolution. Accordingly, we welcome your ideas, suggestions or criticism regarding the operations of the Company.

It has been, and will continue to be, our policy to offer competitive wage rates and benefits, and to provide safe and pleasant working conditions so that we can attract and retain our valuable associates. This is because, in our opinion, our most important asset is a loyal, enthusiastic associate.

Again, we welcome you to the Belmond Charleston Place team.

Sincerely,

Paul M. Stracey  
General Manager

## **EMPLOYMENT & ADMINISTRATION**

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### **SUITABILITY FOR EMPLOYMENT**

Offers of employment, promotion and reassignment may be contingent on the results of an evaluation of an associate's suitability for such employment, which may include, without limitation: review or verification of credentials, consumer credit reports, search of public records (e.g., court records) and, where allowed or required by law, criminal background checks. To the extent required by law, applicants and/or associates will be separately notified of certain checks that may be performed, and required to complete any related release authorizations. If these checks are not completed prior to the start of employment, the associate's continued employment is contingent on the satisfactory results of any pending checks, and employment will be terminated if the results of any check are deemed unsatisfactory in the sole discretion of the Company.

### **EQUAL EMPLOYMENT OPPORTUNITY**

Belmond Charleston Place is committed to a policy of equal employment opportunity. We will not discriminate against associates or applicants for employment on any basis unlawful under federal, state or local laws, including, but not limited to, race, color, religion, sex, sexual orientation, gender identity or expression, pregnancy, marital status, national origin or ancestry, citizenship status, military service status, veteran status, age, physical or mental disability (an impairment that limits a major life activity), genetic information (as defined in applicable state and federal law), medical condition (cancer-related or genetic characteristic), or any other consideration made unlawful by federal, state or local laws. The foregoing factors are referred to as "Protected Characteristics". Equal employment opportunity will be extended to all persons in all aspects of the employer-employee relationship, including recruitment, hiring, training, promotion, transfer, compensation,

benefits, discipline, layoff, recall and termination. All such discrimination is unlawful and prohibited by the Company.

As part of the Company's commitment to equal employment opportunity, and consistent with applicable law, we will provide reasonable accommodations for otherwise qualified applicants or associates with known physical or mental disabilities unless undue hardship would result. In general, it is your responsibility to contact the Director of Human Resources if you believe an accommodation is needed in order for you to perform the essential functions of your job. Once you have indicated that you believe you need an accommodation, the Director of Human Resources or his/her designee will initiate with you an interactive process to obtain your input as to the type of accommodation you believe may be necessary, and/or as to the functional limitations caused by your disability. When appropriate, we may need your permission to obtain additional information from your physician or other medical or vocational rehabilitation professionals. The Company will make the accommodation if it finds it to be necessary and reasonable, and will not impose an undue hardship on the Company.

Associates that have any questions regarding the Company's equal employment opportunity policy should discuss them with the Director of Human Resources. In addition, the Company has an internal procedure to address complaints of unlawful discrimination or harassment. This procedure is discussed in the section of this Handbook entitled "Unlawful Harassment and Discrimination."

### **EMPLOYMENT AT WILL**

Employment at the Company is employment at-will. As an at-will associate, you are free to terminate your employment with the Company at any time, for any reason, and the Company has the similar right to terminate your employment at any time, with or without a reason. Although the Company may choose to terminate your employment for cause, cause is not required. Neither the policies nor statements in this Handbook,

or in any document or oral communication, shall limit the right to terminate employment at-will. No one other than the President of the Company has the authority to alter this at-will employment arrangement, or enter into an agreement for employment for a specified period of time. Furthermore, any such agreement must be in a written document and must be signed by the President of the Company.

This Associate Handbook is provided to assist you in being successful in your job and to assist you in obtaining the benefits provided by the Company. It is impossible to anticipate every situation and this associate Handbook is not meant to be all-inclusive. **Moreover, this associate handbook is not a contract of employment.**

#### **UNLAWFUL HARASSMENT AND DISCRIMINATION**

The Company is committed to providing a workplace free of sexual harassment or discrimination (which includes harassment or discrimination based on gender, pregnancy, childbirth, or related medical conditions) as well as unlawful harassment or discrimination based on the Protected Characteristics listed above. The Company strongly disapproves of and will not tolerate unlawful harassment or discrimination against associates by managers, supervisors, or co-workers, as well as by non-associates in the workplace.

Harassment includes verbal, physical, and visual conduct that creates an intimidating, offensive or hostile working environment or interferes with work performance. Such conduct constitutes harassment when (1) submission to the conduct is made either an explicit or implicit condition of employment; (2) submission to or rejection of the conduct is used as the basis for an employment decision; or (3) the harassment interferes with an associate's work performance or creates an intimidating, hostile or offensive work environment. Harassing conduct can take many forms and includes, but is not limited to, slurs, jokes, statements, gestures, pictures, or cartoons regarding an associate's race, color, creed, religion, national origin, ancestry,

age, physical or mental disability, medical condition, marital status, gender, sexual orientation or veteran status.

Sexually harassing conduct in particular includes all of these prohibited actions as well as other unwelcome conduct such as requests for sexual favors, unwelcome sexual advances, or verbal or physical conduct of a sexual nature (like name calling, suggestive comments, or lewd talk).

If you believe you or a co-worker has been subjected to any form of unlawful discrimination or harassment, including sexual harassment, you should immediately contact any manager, the Director of Human Resources or General Manager. When appropriate, the Company will undertake an effective, thorough and objective investigation, preserving confidentiality to the extent deemed consistent with the Company's duty to effectively investigate and remedy complaints. If the Company determines that unlawful discrimination or harassment has occurred, the associate involved in the improper conduct will be disciplined, up to and including termination. Appropriate action will also be taken to deter any future discrimination or harassment.

Retaliation against Company associates or any other person for the good faith reporting of possible acts or incidents of unlawful discrimination or harassment will not be tolerated. Company associates shown to have engaged in such retaliation will be disciplined, up to and including discharge.

Sexual harassment, and retaliation for opposing sexual harassment or retaliation for participating in investigations of sexual harassment, are illegal and in direct violation of our policy against harassment in the workplace.

### **DRUG-FREE WORKPLACE**

Belmond Charleston Place's substance abuse policies are designed not only to eliminate drug abuse in the workplace, but also to encourage drug users to seek, and successfully complete rehabilitative treatment. The Hotel has an Employee Assistance

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## **LOST ARTICLES**

As a part of our responsibility to guests and fellow associates, it is expected that all articles found on the hotel premises be turned in immediately to the Front Desk. If after 90 days an article has not been claimed, the associate who found it may have the item unless otherwise determined by the General Manager.

## **DISCIPLINE / DISCHARGE**

**Since employment is at will, termination may occur at any time, with or without reason or notice. We will review each disciplinary case individually and issue disciplinary action as we deem necessary and appropriate. Action taken by management in an individual case should not be assumed to establish a precedent in other circumstances.**

## **INVOLUNTARY TERMINATIONS & DISCIPLINARY ACTION**

Occasionally, an associate's performance falls short of our standards and/or expectations. When this occurs, management will take such action as deemed appropriate. Disciplinary actions can range from a formal discussion with the associate about the matter to immediate discharge. Examples of the nature of possible disciplinary action include any one or more of the following:

- Written Warning: Associates will receive a copy of any written warning. One copy of the warning will be placed in the associate's personnel file.
- Demotion: Demotion is reassignment to a lower level position.
- Wage Reduction: Associates may have their wage rate or salary reduced for an indefinite or specified period of time.
- Suspension: Suspension is time away from work without pay, for a specified duration, not to exceed three consecutive working days.

- Termination: Termination is a permanent removal from the job, and may occur at any time.

Associates may be subject to disciplinary action for violation of provisions of this Handbook, and the policies, rules and regulations of the Company. The Director of Human Resources will, in his/her sole discretion, utilize whatever form of discipline he/she deems appropriate under the circumstances, up to and including termination of employment.

The following is some of the conduct which may result in disciplinary action, up to and including termination:

1. Willful or negligent violation of the provisions of this Handbook, or other applicable written rules, regulations and policies which do not conflict with this Handbook. Not complying with the Company's regulations, work rules, and/or directives covering specific situations.
2. Manufacturing, distributing, dispensing, possessing, ingesting or using for any purpose controlled substances, including narcotics or illegal drugs, and/or alcohol in the workplace, or being under the influence of drugs and/or alcohol while on duty either on Company premises, while performing Company business, and/or while responding to work assignments.
3. Insubordination, including failure or refusal to comply with a lawful order or to accept a reasonable and proper assignment from a supervisor.
4. Eating, drinking or smoking cigarettes anywhere other than a designated area.
5. Creating unsafe or unsanitary conditions.
6. Failure to follow established safety regulations.

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7. Inefficiency, unsatisfactory work quality or quantity, incompetence, carelessness, or negligence in the performance of duties. Workmanship or productivity not up to Company standards.
8. Lack of proper appearance or uniform.
9. Excessive absenteeism or tardiness.
10. Commenting on or soliciting gifts or gratuities from guests.
11. Failure to comply with the Company's policies regarding sales check procedures or handling of money.
12. Failure to maintain confidentiality of guests, hotel information, or soliciting a celebrity guest's autograph
13. Damage to or negligence in the care and handling of Company property.
14. Improper or unauthorized use of Company vehicles or equipment, or misappropriation of supplies. Use of Hotel facilities without advance permission of the General Manager.
15. Claim of sick leave under false pretenses or misuse of sick leave.
16. Furnishing false information to secure an appointment/promotion or supplying false or misleading information to the Company
17. Absence from duty without leave, failure to report after leave of absence has expired or after such leave of absence has been disapproved, revoked or canceled.
18. Acceptance by an associate of any bribe, gratuity (other than customary service gratuities), kick-back or other item of value when given in the hope or expectation of receiving preferential treatment.
19. Any action which reflects discredit on the Company or is a direct hindrance to the effective performance of the functions and business of the Company.

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20. Failure to obtain and maintain a current license or certificate when required as a condition of employment.
21. Falsifying or altering Company records, including the application for employment and time records.
22. Interfering with the work performance of other associates or failure to maintain satisfactory and harmonious working relations with the public, clients or other associates.
23. Conviction of a crime which relates to the qualifications, functions, or duties of the associate's position; or overall reputation of the hotel.
24. Harassing, including sexually harassing, associates, vendors or guests Using obscene, abusive or threatening language
25. Physical attack, fighting, or verbal altercations toward fellow associates, guests or the public.  
Fighting/horseplay on the job (verbal and/or physical)
26. Leaving the job without authorization/ Walking off the job.
27. Except where a requirement of the job, possessing a firearm or other dangerous weapon on Company property or while conducting Company business.
28. Theft and/or misappropriation of cash or cash equivalents.
29. Any illegal or grossly offensive behavior or act.
30. Dishonesty

**NOTHING CONTAINED IN THIS HANDBOOK PROVISION IS INTENDED TO ALTER THE AT-WILL STATUS OF EMPLOYMENT WITH THE COMPANY. THE COMPANY RESERVES THE RIGHT TO TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON.**

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